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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**UNITED AFRICAN-ASIAN
ABILITIES CLUB, ON BEHALF
OF ITSELF AND ITS
MEMBERS; ANNA MARIE
WIGGINS, An Individual, ON
BEHALF OF ROBERT AARON
MCKISSICK**

Plaintiffs.

V.

**ORA CALIFORNIA
PROPERTIES, LP; AND DOES 1
THROUGH 10, Inclusive**

Defendants.

| Case No:

COMPLAINT

DISCRIMINATORY PRACTICES

[US Fair Housing Act of 1988 [42 U.S.C. §§ 3600 et seq., §3604(c), §3604(f)(1-3), et seq.; CA Government Code 12925, 12927, 12955; CA Civil Code §§ 51, 52, 54.3

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs make the following allegations in this civil rights action:

JURISDICTION AND VENUE

2. The federal jurisdiction of this action is based on the 42 U.S.C. §§ 3601, 3604 et. seq. - the U.S. Fair Housing Act Amendments of 1988 (Defendants' apartment property consist of four (4) or more residential units), and 42 U.S.C. § 12101 et. seq., the federal Americans With Disabilities Act. Venue is proper in this

1 United States District Court for the Central District of California pursuant to 28
2 U.S.C. § 1391(b), because a substantial part of Plaintiffs' claims arose within said
3 Judicial District.

4 **SUPPLEMENTAL JURISDICTION**

5 3. This United States District Court for the Central District of California has
6 supplemental jurisdiction over the California state claims as alleged in this
7 Complaint pursuant to 28 U.S.C. § 1367(a).

8 **NAMED DEFENDANTS AND NAMED PLAINTIFFS**

9 4. The term Plaintiffs as used herein specifically include the corporate Plaintiff
10 entity known as the United African-Asian Abilities Club, On Behalf Of Itself And Its
11 Members (hereinafter referred to as "Club" or "UAAAC"); and the individual
12 Plaintiff Anna Marie Wiggins and Robert Aaron Mckissick (hereinafter referred to as
13 "Wiggins" or the "named Individual Plaintiff". The Plaintiff Club and Plaintiff
14 Wiggins are sometimes collectively referred to as the "named Plaintiffs" or
15 "Plaintiffs".

16 5. Plaintiff United African-Asian Abilities Club (UAAAC) is registered and in
17 good standing as a Nevada corporation. The named individual Plaintiff Wiggins is a
18 member of the Plaintiff Club organization.

19 6. Plaintiffs are informed, believe, and thereon allege that named Defendant ORA
20 CALIFORNIA PROPERTIES, LP is the operator of the apartment rental business
21 known as Orange Apartments located at 2758 Orange Avenue Torrance, CA 90501.
22 Plaintiffs are informed, believe, and thereon allege that Defendant ORA
23 CALIFORNIA PROPERTIES, LP is the owner, operator, and/or lessor of the real
24 property located at 2758 Orange Avenue Torrance, CA 90501 (hereinafter referred to
25 as the "Property").

26 7. Defendant ORA CALIFORNIA PROPERTIES, LP is, and at all times

1 mentioned herein were, a business or corporation or franchise, organized and
2 existing and/or doing business under the laws of the State of California. Defendants
3 Does 1 through 10, were at all times relevant herein subsidiaries, employers,
4 employees, and/or agents of the named Defendants.

5 **CONCISE SET OF FACTS**

6 8. The named Individual Plaintiff Wiggins is the sister of Robert Aaron
7 McKissick who has cerebral palsy, uses a wheelchair for mobility, is unable to walk
8 any distance, and he also has severe speech and vision disabilities. McKissick is
9 totally dependent on Plaintiff Wiggins due to his disabilities. Plaintiff Wiggins and
10 McKissick are also members of the Plaintiff Club. The individual Plaintiff Wiggins
11 intended to go the Defendant's Property to access Defendants' rental services.
12 Plaintiff Wiggins has actual knowledge of the overt and obvious physical and
13 communication barriers at Defendants' Property. Plaintiff Wiggins determined that
14 the open and obvious physical barriers that exist at Defendants' Property directly
15 related to her brother's disabilities, and that it would be impossible or extremely
16 difficult for them to physically access Defendants' on-site rental services. See ¶¶ 25.
17 Plaintiff Wiggins had knowledge and determined that it would be futile gesture for
18 her to go to the Property. Plaintiff Wiggins had knowledge of access barriers at the
19 Property and determined that it would be futile gesture for her to go to the Property
20 on the date that she had intended. The named Individual Plaintiff Wiggins was
21 deterred by her actual knowledge of the physical and communication barriers that
22 exist at Defendants' Property and also Defendants' website communication barriers.
23 As used herein, website means any internet website where Defendants control the
24 content. Exhibit B states the websites controlled by Defendants. Plaintiff Wiggins
25 also attempted to access Defendants' rental services on Defendants websites but
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1 experienced great difficulty due to Defendants' failure to provide accessible website
2 features.

3 9. The named Individual Plaintiff Wiggins attempted to use Defendants' website to
4 access Defendants' online rental services. The named Individual Plaintiff Wiggins
5 could not determine from Defendants' website content whether Defendants' rental
6 services at the property or off the property, and common areas at the property were
7 physically accessible to her with her brother McKissick. The named Individual
8 Plaintiff Wiggins requested that Plaintiff Club assist him to obtain information
9 regarding the physical accessibility of Defendants' on-site office where Defendants'
10 offer its rental services. In response to the named Individual Plaintiff's request,
11 Plaintiff Club sent one of its members to Defendants' physical on-site office. The
12 named Individual Plaintiff Wiggins personally reviewed all the information and
13 photographs of Defendants' property. As a result, the named Individual Plaintiff has
14 actual knowledge of the overt and obvious physical and communication barriers at
15 Defendants' Property. The named Individual Plaintiff Wiggins determined that the
16 open and obvious physical barriers that exist at Defendants' Property directly related
17 to McKissick's disabilities, and that it would be impossible or extremely difficult for
18 him to physically access Defendants' on-site rental services. See ¶¶ 25. The named
19 Individual Plaintiff Wiggins had actual knowledge and determined that it would be
20 futile gesture for her to go to the Property on the date that she had intended. The
21 named Individual Plaintiff Wiggins was deterred by her actual knowledge of the
22 physical and communication barriers that exist at Defendants' Property and website.
23 The named Individual Plaintiff made a written request to Defendants' for an
24 accommodation to have equal access to Defendants' rental services and to eliminate
25 the communication and physical barriers to Defendants' rental services, both online
26 and at the property. At the end of this action, the named Individual Plaintiff
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1 Wiggins intends to return to Defendants' website and physical office on or off the
2 property location to obtain rental information and verify that the communication and
3 physical barriers to Defendants' rental services are removed.
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5 10. The named Plaintiff Club is an organization that advocates on the behalf of its
6 members with disabilities when their civil rights and liberties have been violated.
7 Plaintiff Club and Plaintiff Wiggins investigated Defendants' websites and apartment
8 Property in August, 2022, and in September, 2022. The named Plaintiffs
9 investigated Defendants apartment property and Defendants websites. Plaintiff Club
10 member Sharon Riguer investigated the Property on the Internet websites.
11 Additional Plaintiff Club members investigated Defendants websites and found that
12 they did not provide equal access. The results of the research from Club Member
13 Sharon Riguer are contained in the Exhibit B to this Complaint. Club members
14 ascertained that Defendants' rental services at Defendants Property were not
15 physically accessible to Plaintiff Wiggins by a Club member with a disability who
16 went to Defendants' apartment Property, and said Club member attempted to access
17 Defendants' on-site rental services.

18 11. Plaintiff Club diverted its time and resources from its normal purposes
19 because of Defendants' service, policy, program and physical barriers to Defendants
20 rental services at Defendants' websites and Property. Club personnel conducted
21 detailed Internet searches to determine if Defendants provide large print, deaf
22 interpreter, therapy animal, the required reasonable accommodation policy, and
23 required reasonable modification policy. Further, the Club retained contractors to
24 investigate said policies, to survey the property, to photograph the property, to
25 investigate when the Property was constructed, to investigate the Property ownership
26 and to have an access report prepared. Plaintiff Club also diverted staff to
27 investigate Defendants' Internet presence to determine compliance with the FHA and
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ADA. Plaintiff Club also investigated Defendants' written rental materials such as brochures, rental applications and leases. Moreover, Plaintiff Club made an oral investigation to ascertain Defendants' companion animal, deaf interpreter and reasonable accommodation and reasonable modification policies. Plaintiff Club also caused a physical access consultant to be retained to survey Defendants' facility. Plaintiff Club's findings regarding Defendants' rental services and facilities were incorporated into an Access Report. The Access Report also details the known overt and obvious physical access violations at the Property, but it is not intended as an exhaustive list of existing violations. Due to these necessary activities to investigate, Plaintiff Club's time and resources were diverted from its normal activity. Plaintiff Club suffered injury and also suffered monetary damages due to the diversion of the Club's resources from its normal purposes.

12. Plaintiffs allege that Defendants control, operate, and maintain web pages at different apartment websites where Defendants offer its rental services. Additionally, Defendants have a physical office location at the Property where they also offer their rental services.

13. Plaintiffs allege that Defendants' websites have a close nexus to Defendants' on-site rental services because the websites refer to Defendants' rental services that are offered at Defendants' actual physical rental office. Therefore, Plaintiffs allege that the websites are also places of public accommodation. Defendants control the websites to the extent that Defendants can change the website content to make modifications to comply with the FHA and ADA. Therefore, Plaintiffs allege that Defendants can modify the content of Defendants' websites to improve access for Plaintiffs and people with disabilities.

14. In this case, the named Plaintiffs allege that the Defendants failed to provide a TTY number or the text messaging system for Plaintiffs and other people that are

1 deaf or people with speech conditions. Plaintiff Club members have speech
2 disabilities. Moreover, Plaintiff Club alleges that the Defendants did not modify their
3 websites to eliminate non-readable text to allow the blind and people with low vision
4 to use the screen reader software to access the information on the website, yet they
5 also failed to use large print on their websites. See Exhibit B to this Complaint.
6 Plaintiffs assert that most popular screen reader programs are called Jobs Access
7 With Speech or “JAWS” and Apple’s VoiceOver Software. Defendants actions
8 discriminate against Plaintiff Club, specifically Club members who have low vision
9 disabilities. Each of the Club members above cannot use the websites controlled by
10 the Defendants. Modifications to Defendants’ websites will not fundamentally alter
11 the rental services provided and will also not cause an undue burden to Defendants,
12 because the cost is less than One Thousand Dollars (\$1,000).
13

14 15. On August 10, 2022, and on a second subsequent date, Plaintiff Club
16 attempted to make a request to the Defendants for reasonable accommodation at the
17 property. On September 23, 2022, the named individual Plaintiff Wiggins and
18 Plaintiff Club emailed to the Defendants a written request for a reasonable
19 accommodation. In September, 2022, Plaintiff Wiggins and Plaintiff Club, mailed a
20 written request for a reasonable accommodation. Defendants failed to respond to
21 any of Plaintiffs requests for reasonable accommodation as of the date of the filing of
this Civil Complaint.

22 16. Plaintiffs are not able to access Defendants rental services due to existing
23 overt and obvious communication and physical barriers to access Defendants’ rental
24 services both at its online website and at the onsite physical office. Due to the overt
25 and obvious physical barriers as alleged herein below, which are required to be
26 removed, Plaintiffs requested that Defendants accommodate them to provide access
27 to Defendants’ rental services.
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1 17. The named Plaintiffs allege that an accommodation is also obvious when a
2 whole group of the protected persons requires it. For example, when the public
3 without disabilities are required to get up to a second level, the public would be very
4 disturbed if they were required to request steps to go up to second level. When the
5 accommodation is specific to a particular person with a disability, then that person
6 may be required to make a request, because the accommodation is not obvious.

7 18. Plaintiffs allege that they are not required to make a request for reasonable
8 accommodation and for auxiliary aids when the barriers to communication are overt
9 and obvious. However, in the present case, Plaintiffs did make such requests for
10 accommodation to eliminate overt and obvious barriers to its rental services
11 communications. Plaintiffs allege that providing effective contact information for
12 Defendants' rental services on the internet is an obvious accommodation. The
13 general public does not need to request a contact number from the Defendant
14 apartment owner or operator when they desire to rent a place. Defendants provide the
15 contact number on their website. Therefore, Plaintiffs allege that Defendants are
16 required to provide the obvious accommodation of effective communication for
17 people that are deaf or with speech impediment on their website without a request.
18 Defendants must make their rental services accessible without the need for a prior
19 request. Furthermore, Defendants have a duty to remove architectural barriers and
20 communication barriers to their rental services without request.

21 19. Plaintiffs allege that there is disparate treatment on the internet related to the
22 amenities being offered to people without disabilities and people with disabilities.
23 All the below facts and the facts stated elsewhere herein have a disparate impact on
24 the disability community. The named Plaintiffs experienced and have knowledge of
25 the below facts that the Plaintiffs ascertained from Defendants' websites. Defendant
26 operates an apartment property. The property is located at 2758 Orange Ave,

1 Torrance, CA 90501. The property was built in 1964 and has 2 stories with 15 units.
2 The rent is approximately: \$2,695. The internet provides a wealth of information
3 regarding the property. The internet advertises that the property has amenities that
4 include: Community Amenities: Laundry Facilities, Storage Space; Apartment
5 Features: High Speed Internet Access, Ceiling Fans, Smoke Free, Security System,
6 Storage Units, Dishwasher, Disposal, Kitchen, Range, Refrigerator, Carpet, Tile
7 Floors, Vinyl Flooring, Dining Room, Patio; Pet Policies (Pets Negotiable): Dogs
8 Allowed: Restrictions: The following breeds are prohibited due to insurance
9 limitations on liability. Exotic animals, poisonous animals, Chihuahua's, Pit Bulls
10 and Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds,
11 Chows, Great Danes, Presa Canarios, Pet interview Required; Monthly pet rent \$50;
12 Cats Allowed: Pet interview Required, Monthly pet rent \$50; Parking Covered: 1
13 space, Assigned Parking; Application Fee: \$33; Utilities Included: Water, Trash
14 Removal. The property advertises on trulia.com, zumper.com, zillow.com,
15 apartmentguide.com, apartmentfinder.com, redfin.com, realtor.com, hotpads.com,
16 apartmenthomeliving.com. It is very important to know that on trulia.com,
17 zumper.com, zillow.com, apartmentguide.com, apartmentfinder.com, redfin.com,
18 hotpads.com, apartmenthomeliving.com there is the equal housing opportunity logo.
19 The plaintiff alleges that there is disparate treatment on the internet related to the
20 amenities being offered to people without disabilities and people with disabilities.
21 For example, the tow signage was not installed. The accessible parking space had an
22 access aisle, which was not van accessible. The aisle did not have the "no parking"
23 included in the access aisle. The office had a high threshold. There was no
24 International Symbol of Accessibility signage. The Internet does not state the
25 accessible amenities at all. Also, the statement the "equal housing opportunity
26 statement" is misleading. In fact, the property is not completely accessible. All the
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1 above facts and the facts stated herein have a disparate impact on the disability
2 community.

3 20. On Defendants' websites, they allow the public without deafness and without
4 speech impairments to participate by providing them with a telephone number to
5 call. However, Plaintiff Club members that are deaf and or with speech impairments
6 are denied equal access to participate because the Defendants do not have any
7 effective communication.

8 21. Defendants provide websites for people without disabilities to benefit from the
9 rental services without going to the apartments to learn about the properties.
10 However, for people with disabilities that require the access to the facility, the
11 Defendants do not provide any information on the websites regarding if the rental
12 services on or off the site is accessible. Moreover, the Defendants provide the
13 telephone number for the public to call to inquire about the rental services without
14 providing any effective alternative communications for Plaintiffs and other people
15 that are deaf or have speech impairments.

16 22. For people without disabilities, the Defendants provide all of the information
17 on their websites. For Plaintiffs with disabilities, Defendants require them to travel to
18 the Property to determine if it is accessible, then require them to request the effective
19 communication, and then thereafter to request a reasonable accommodation to the
20 overt and obvious communication barrier. Therefore, Defendants require Plaintiffs
21 and other people with disabilities to suffer a separate benefit.

22 23. Additionally, the named Plaintiffs are alleging photograph discrimination
24 related to the physical access of each of the apartments within Exhibit B to this
25 complaint. The purpose of Defendants' internet photographs is to entice perspective
26 renters to apply online or to contact the Defendants to rent a place. Defendants'
27 internet photographs only entice people without mobility disabilities. Defendants'

1 internet photographs exclude any photographs of any accessible features that would
2 aid the Plaintiffs. For example, there is no photograph of accessible parking. There
3 are no photographs of the accessible route to the rental office. There are photographs
4 of the accessible route to the manager's office. There are no photographs related to
5 the access to get into and use the rental or manager's office. There are no
6 photographs related to the accessible route of the common area. There are no
7 photographs of the accessible units. In fact, all the photographs lead a person with a
8 mobility disability to believe that the apartments are not accessible, or that they must
9 have someone go to the properties to make sure it is accessible. However, people
10 without disabilities are not required to go to the Property to see if it is accessible.
11

12 24. Defendants websites and Defendants' rental services are not integrated for
13 people with disabilities as required. Plaintiffs are required to request an
14 accommodation. People without disabilities can access the websites and the rental
15 services without any problem, but Plaintiffs and other people with disabilities are
16 required to request for separate rental services. People with mobility conditions are
17 not integrated when using the websites because they must go to the apartments to
18 determine if they are accessible, but people without disabilities need only access
19 Defendants' websites to determine they can use them. People that are blind and with
20 low vision disabilities must request help to read the website information because the
21 printed information is too small, but people without disabilities can access the
22 websites without asking for help. Plaintiffs and other people with deafness or people
23 with speech condition must ask for help calling the number on the websites, because
24 Defendants fail to provide a TTY number to contact, or Defendants fail to provide a
25 texting system. Defendants discriminated against the Plaintiffs.

26 25. Plaintiff Club member went to Defendant's apartment facilities at the Property
27 in August, 2022, and on a second subsequent date, to access the rental services. The
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1 Named Individual Plaintiff has actual knowledge of Defendants' overt and obvious
2 physical barriers, that relate to this Plaintiff's disabilities, to Defendants' Property
3 on-site rental services that this Named Individual Plaintiff intended to visit in
4 August, 2022, and on a second subsequent date, but this Plaintiff was deterred from
5 accessing Defendant's rental services located on the Property. Defendants provide
6 rental information, rental applications, and other rental services on-site at the
7 Property. Defendants' agents confirmed to the Plaintiffs that rental information,
8 rental applications, and other rental services were available on-site at the Property.
9 Defendants' rental services at the Property are not accessible. Defendants' path of
10 travel from the sidewalk to the rental services is not accessible since it has step
11 changes in level along the path. There are numerous step changes in level that must
12 be traversed to access the main gated entrance to the complex. The main gated
13 entrance door leading into the complex fails to have the required smooth and
14 uninterrupted surface at the bottom of the door. The operating hardware on the main
15 gated entrance door is a round knob. Defendant's callbox is located too high to be
16 accessible. Defendants do not provide the required directional signage as to the
17 designated path of travel from the sidewalk to Defendant's rental services.
18 Defendant's rental services entrance is not accessible due to a significant step change
19 in level at the rental services door threshold that is not beveled or ramped. The
20 Named Individual Plaintiff has mobility disabilities and these step changes in level
21 and the other stated issues cause the path of travel and the rental services entry to be
22 not accessible. Defendants failed to provide any directional signage indicating an
23 alternate accessible path of travel to the rental services. Defendants failed to provide
24 the required fully compliant van accessible disabled parking for the rental services.
25 Defendants failed to provide a dimensionally compliant van accessible disabled
26 parking space and disabled parking access aisle, the required disabled parking
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1 signage, including tow away signage, fine signage, ground markings, and failed to
2 locate said parking on a level surface and nearest the rental services. Defendants
3 also failed to provide compliant tow away signage. The Named Individual Plaintiff
4 requires the use of a compliant van accessible disabled parking space to safely exit
5 and re-enter the vehicle. Defendants' failure to provide the required compliant
6 disabled parking, disabled parking access aisle, disabled parking disability signage,
7 access aisle, and disability ground markings, such that the Named Individual Plaintiff
8 is not able to safely park at Defendants' establishment since the individual Plaintiff
9 may be precluded from exiting or re-entering the vehicle if the disabled parking and
10 disabled parking signage is not present and others park improperly. Additionally,
11 Defendants failed to provide the required accessible path of travel from the parking
12 area to the rental services since the existing path of travel has step changes in level.
13 Additionally, Defendants overt and obvious communication barriers were also
14 present at the rental services in August, 2022, and on a second subsequent date.
15 Defendants failed to provide any method of text communication with their rental
16 services and failed to publish any information as to how to initiate text
17 communication contact. The Named Individual Plaintiff had actual knowledge of
18 these barriers at Defendants' Property that Plaintiff intended to visit, and the Named
19 Individual Plaintiff was deterred from accessing Defendants' rental services at the
20 Property again in September, 2022. See Property photos in Exhibit B and Exhibit C.

21 26. Plaintiff Club and the named Individual Plaintiff desire to make sure that
22 Defendants' rental services at Defendants' physical office location and Defendants'
23 websites are fully accessible to Plaintiff Club's members, the named Individual
24 Plaintiff, and other people with disabilities. Plaintiff Club, its Club members, and the
25 named Individual Plaintiff all have actual knowledge of Defendants' discriminatory
26 conditions, and they are currently deterred from attempting further access until the
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1 barriers are removed. Plaintiff Club and the named Individual Plaintiff intend to
 2 return to Defendants' Property and Defendants websites at the end of this action to
 3 obtain rental services, and to verify that the communication and architectural barriers
 4 are removed. The named Plaintiffs' intent to return is genuine. In this case, Plaintiff
 5 Club has numerous members residing near Defendants Property. Plaintiff Club's
 6 members have actual knowledge of the discriminatory conditions as alleged herein
 7 when the Plaintiff Club investigated the Property and the rental services and
 8 determined that the Club members would not be able to use the rental services due to
 9 the discriminatory conditions. Therefore, Plaintiff Club members were and are
 10 deterred from visiting the properties. Plaintiff Members were not required to
 11 actually visit the properties. See *Civil Rights Education & Enforcement Center v.*
 12 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017). However, a member of
 13 Plaintiff Cub did visit and attempt to access Defendants' rental services at
 14 Defendants' physical office at the Property. Plaintiff Club and the individual
 15 Plaintiff have specific plans to visit at the conclusion of this case to obtain rental
 16 information and to verify the Defendants ceased its discriminatory conduct by
 17 removing communication and physical barriers to access to the rental services.
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 20 **FIRST CAUSE OF ACTION: DISCRIMINATORY PRACTICES IN**
 21 **HOUSING ACCOMMODATIONS – FAIR HOUSING ACT CLAIMS**

22 27. FHA Standing:

23 Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
 24 complaint, Defendants discriminated against Plaintiffs in violation of FHA sections §
 25 3604(f)(1- 3) and 42 § 3604(c), as further detailed below. As a result, the present
 26 named Plaintiffs suffered injury as a result of Defendants discriminatory actions, and
 27 named Plaintiffs now pray for damages, injunctive relief, declaratory relief, and

1 other relief as hereinafter stated. The Federal Fair Housing Act applies to
 2 Defendants' apartment complex since it has more than 4 residential units. FHA
 3 standing is substantially broader than standing under the ADA due to the critically
 4 important need of adequate availability of housing for the disabled. A potential
 5 plaintiff is not even required to have an interest in renting a particular property or
 6 dwelling to have standing. *Smith v. Pacific Properties and Development Corp*, 358
 7 F.3d 1097, 1099 (9th Cir 2004) [Testers have standing to bring Fair Housing Act
 8 claims, *Id* 1099, 1104]. Under the Act, any person harmed by discrimination,
 9 whether or not the target of the discrimination, can sue to recover for his or her own
 10 injury. See *Trafficante v. Metropolitan Life Ins. Co.*, 409 U.S. 205, 212, 93 S.Ct. 364,
 11 34 L.Ed.2d 415 (1972). "This is true, for example, even where no housing has
 12 actually been denied to persons protected under the Act." *San Pedro Hotel v City of*
 13 *Los Angeles*, 159 F.3d 470, 474-475 (9th Cir 1998). In the present case, the named
 14 Plaintiffs alleged they suffered the injury of discriminatory conduct by Defendants,
 15 and that the named Plaintiffs suffered monetary and other damages as a result. The
 16 named Plaintiffs seek injunctive relief as well as damages, both of which are
 17 available under 42 USC § 3613(c). Assuming *arguendo* in the present case, that
 18 prospective injunctive relief was not available to Plaintiffs due to mootness or
 19 otherwise, which Plaintiffs dispute; the named Plaintiffs are still permitted to recover
 20 damages under their federal FHA claims. *Harris v Itzakhi*, 183 F.3d 1043, 1050 (9th
 21 Cir 1999) [During the appeal in *Harris* case, the plaintiff therein moved Three
 22 Thousand (3000) miles away and her injunctive claims became moot. However,
 23 Plaintiff's claim for damages survived and was not affected]. In the present case,
 24 while Plaintiffs can satisfy the injunctive relief prudential standing requirements, the
 25 above Ninth Circuit *Harris* court authority makes it clear that those prudential
 26 standing requirements for injunctive relief are not applicable to Plaintiffs FHA
 27 damage claims. Hence, in the present case, Plaintiffs damage claims survive even if
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1 prospective injunctive relief is not available. The present Plaintiff Club has
2 organization standing separately on its own under the FHA. Additionally, under the
3 FHA, Plaintiff Club has associational standing to assert its Club member claims
4 since it only seeks injunctive and declaratory relief as to its Club members. Plaintiff
5 Club and the named Individual Plaintiff have standing with respect to the following
6 FHA claims.

7

8 CLAIM I: Discrimination In Violation of 42 § 3604(f)(1) - Failure To Have A
9 Policy For Receiving Prospective Tenant Accommodation Requests, Failure To
10 Train Staff, And Failure To Make The Policy Known To The Plaintiffs

11 28. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
12 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
13 this FHA section. This FHA statute states it is unlawful to discriminate in the sale or
14 rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter
15 because of a handicap of (A) that buyer or renter; (B) a person residing in or
16 intending to reside in that dwelling after it is so sold, rented, or made available; or...
17 §3604(f)(1) [emphasis added]. See *Texas Dept. of Housing and Community Affairs*
18 v *Inclusive Communities Project*, 135 S.Ct. 2507, 2519 (2015) [FHA statutory
19 scheme permits disparate impact claims, and those type of claims do not require
20 intent]. due to Defendants' communication and architectural barriers, Defendants
21 discriminated against Plaintiffs by failing to have a policy, practice, or method for
22 Plaintiffs to make a reasonable accommodation request for equal access to their
23 rental services on their website or at their on-site office at the Property. Defendants
24 have an affirmative duty to have a policy, process to receive such accommodation
25 requests and to respond to said requests. See *Giebeler v. M & B Associates*, 343 F.3d
26 1143 (9th Cir. 2003). As a result, Defendant caused Plaintiffs to suffer disparate
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1 impact discrimination.
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4 CLAIM II: Failure to Engage in Interactive Process In Violation Of The Fair
5 Housing Act And California Fair Employment And Housing Act

6 29. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
7 complaint, Plaintiffs suffered discrimination by Defendants in violation of FHA
8 section § 3604(f)(1) and § 3604(f)(2). Plaintiffs contend that Defendant failed to
9 engage in a good-faith interactive process to determine and to implement effective
10 reasonable accommodations so that Plaintiffs could gain equal access Defendants'
11 rental services, to apply for a lease, or to allow Plaintiffs to access Defendants'
12 physical rental office and apartments.

13 CLAIM III: Discrimination In Violation of 42 § 3604(f)(2)
14

15 30. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere herein this
16 complaint, the named Plaintiffs suffered discrimination by Defendants in violation of
17 this FHA section § 3604(f)(2). This FHA section states "it shall be unlawful to
18 discriminate against any person in the terms, conditions, or privileges of sale or
19 rental of a dwelling, or in the provision of services or facilities in connection with
20 such dwelling". Plaintiffs more specific factual basis for this claim is set forth
21 above at ¶¶23-26 above. As previously stated, the named Individual Plaintiff was a
22 prospective renter and Plaintiff Club was also seeking rental housing on behalf of the
23 named Individual Plaintiff ¶¶8 – 26 above. In the instant case, Defendant's office
24 located on the Property is a "facility" in connection with the rental of a dwelling and
25 the on-site rental services provided within the office fall within the FHA statute. In
26 the instant case, the named Plaintiffs both assert that Defendant's failure to remove
27 communication and architectural barriers to permit access to Defendant's on-site
28 rental services contained within the office is a separate, independent, actionable
violation of this FHA section § 3604(f)(2), even without reference to the ADA as a

1 predicate. Plaintiffs have alleged that Defendants' Property has overt and obvious
 2 physical barriers to access its rental services provided in its on-site office. See ¶¶25 -
 3 26. The 9th Circuit *Smith* court stated that the mere observation of overt architectural
 4 barriers is actionable. *Smith* at 1104 ["To read an additional standing requirement
 5 into the statute beyond mere observation, however, ignores that many overtly
 6 discriminatory conditions, for example, lack of a ramped entryway, prohibit a
 7 disabled individual from forming the requisite intent or actual interest in renting or
 8 buying *for the very reason* that architectural barriers prevent them from viewing the
 9 whole property in the first instance" (emphasis in original)]. The *Smith* court found
 10 Defendants liable under this FHA subsection even though that case did not involve
 11 ADA Title III claims. However, Plaintiffs did not just allege that Plaintiff Club
 12 observed Defendant's overt architectural barriers, but Plaintiffs alleged that a
 13 Plaintiff Club member experienced the barriers, that the named Individual Plaintiff
 14 had actual knowledge of Defendants' communication and architectural barriers and
 15 Plaintiff Wiggins was deterred from obtaining equal access to Defendant's office
 16 facility and its rental services located therein. Defendants also discriminated against
 17 Plaintiffs by failing to modify its practices and policies to provide access via other
 18 methods of access to its rental services contained within the rental office.
 19 Defendant's failure to remove the architectural and communication barriers to access
 20 its facilities and the rental services located therein, or to provide an accommodation
 21 to provide methods of alternate access to the office facility, providing rental services
 22 constitutes the prohibited discrimination, separately and independently.
 23 Additionally, Defendant's conduct is also prohibited under ADA Title III and
 24 constitutes a second, separate, independent source of discrimination against Plaintiffs
 25 in violation of FHA § 3604(f)(2). Since Defendants discriminatory conduct involves
 26 Defendants' rental facilities and its rental services located therein, Plaintiffs assert
 27 any discriminatory conduct found in violation of ADA Title III also constitutes
 28

1 prohibited “discrimination” under FHA § 3604(f)(2).

2 CLAIM IV: Discrimination In Violation of 42 § 3604(f)(3)(A and B only)

3 31. Plaintiffs do not make any claim against Defendants for a failure to “design
4 and construct” pursuant to § 3604(f)(3)(C). Based on the facts plead at ¶¶ 8 - 26
5 above and elsewhere herein this complaint, Plaintiffs suffered discrimination by
6 Defendants in violation of FHA sections § 3604(f)(3)(A, B) only. The FHA requires
7 that “....[f]or the purposes of this subsection, discrimination includes-- (B) a refusal
8 to make reasonable accommodations in rules, policies, practices, or services, when
9 such accommodations may be necessary to afford such person equal opportunity to
10 use and enjoy a dwelling...” 42 § 3604(f)(3)(B). See also *Giebeler v. M & B*
11 *Associates*, 343 F.3d 1143 (9th Cir 2003). Defendants improperly refused Plaintiffs’
12 repeated written and other requests for an accommodation to have equal access to its
13 rental services.

14 CLAIM V: Discrimination In Violation of 42 § 3604(c) As To NSA

15 32. Based on information, belief, and the facts plead at ¶¶ 8 – 26 above and
16 elsewhere herein, Plaintiffs herein alleges that Defendants caused Plaintiffs to suffer
17 the injury of discrimination since Defendants violated 42 U.S.C. §§ 3604 (c) with
18 respect to its notices, statements, and advertisements (“NSA”). Plaintiffs allege that
19 Defendants discriminated against them when Defendants made, printed, or
20 published, or caused to be made printed, or published notices, statements, or
21 advertisements (“NSA”) that suggest to an ordinary reader a preference to attract
22 tenants without disabilities. Defendants' Internet advertising regarding its rental
23 services has an unlawful disparate impact on Plaintiffs.

25 SECOND CAUSE OF ACTION : Violation of California Fair Housing Act

26 33. Failure to Provide Obvious Reasonable Accommodation and Modification:

1 Based on information, belief and the facts stated above at ¶¶ 8 – 26 above and
 2 elsewhere in this complaint, Plaintiffs allege that Defendants refused to make
 3 reasonable accommodations in rules, policies, practices, or services in violation of
 4 CA Government Code sections 12927 and 12955.2, when these accommodations
 5 may be necessary to afford a disabled person equal opportunity to use and enjoy
 6 Defendants' rental services. As stated in detail above, Defendants refused to make
 7 reasonable accommodations with the instant Plaintiffs and discriminated against each
 8 of them on the basis of disability.

10 THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS- Claims Under
 11 The Americans With Disabilities Act Of 1990

12 34. ADA Standing:

13 ADA Title III does cover public and common use areas at housing
 14 developments when these public areas are, by their nature, open to the general
 15 public. An office providing rental services is open to the general public. (See U.S.
 16 Department of Justice - ADA Title III Technical Assistance Section III-1.2000,
 17 Illustration 3, rental office covered). The parking and paths of travel to the rental
 18 office are also covered. See Section III-1.2000, ADA Title III Technical Assistance
 19 Manual, <http://www.ada.gov/taman3.html> (“ILLUSTRATION 3: A private
 20 residential apartment complex contains a rental office. The rental office is a place of
 21 public accommodation”). See *Kalani v Castle Village, LLC*, 14 F.Supp.3d 1359,
 22 1371 (E.D.Cal, 2014) [citing *Johnson v. Laura Dawn Apartments, LLC*, 2012 WL
 23 33040 at *1 n. 1 (E.D.Cal.2012) (Hollows, M.J.) (“[t]he leasing office of an
 24 apartment is a place of public accommodation.] . In the present case, the named
 25 Plaintiffs have sufficiently alleged that Defendants have an office at the Property that
 26 provides rental services. Following prior sister Circuit Courts of Appeals decisions,
 27 our Ninth Circuit Court very recently held that an ADA Plaintiff can be only a

1 “tester” and have standing. See *Civil Rights Education & Enforcement Center v.*
 2 *Hospitality Properties Trust*, 867 F.3d 1093 (9th Cir. 2017) [the Ninth Circuit
 3 CREEC court held (1) ADA “tester” standing is valid and a Plaintiff’s motivation for
 4 visit is “irrelevant”, and (2) an ADA “deterrent effect doctrine” claim does not
 5 require a Plaintiff to have a personal encounter with the barrier to equal access, only
 6 to have knowledge of the barrier] citing *Havens Realty Corp. v. Coleman*, 455 U.S.
 7 363, 372–74, 102 S.Ct. 1114 (1982); *Smith v. Pacific Properties and Development*
 8 *Corp*, 358 F.3d 1097, 1102-1104 (9th Cir 2004); *Chapman v. Pier 1 Imports (U.S.)*
 9 *Inc.*, 631 F.3d 939 (9th Cir 2011, en banc); *Houston v. Marod Supermarkets, Inc.*,
 10 733 F.3d 1323, 1335–37 (11th Cir. 2013); *Colo. Cross Disability Coal. v.*
 11 *Abercrombie & Fitch Co.*, 765 F.3d 1205, 1210–11 (10th Cir. 2014). In the present
 12 case, the named Plaintiffs each have ADA standing. Plaintiffs have alleged that
 13 Defendants discriminated against Plaintiffs in violation of ADA Title III statutes and
 14 regulations as detailed further in the ADA claims stated below. As a result, the
 15 named Plaintiffs have each suffered injury and each seek only injunctive and
 16 declaratory relief pursuant to their ADA Claims.

17 **CLAIM I: Auxiliary Aids – Failure To Effectively Communicate**

18 35. 42 United States Code 12182(b)(2)(iii) states, "a failure to take such steps as
 19 may be necessary to ensure that no individual with a disability is excluded, denied
 20 services, segregated or otherwise treated differently than other individuals because of
 21 the absence of auxiliary aids and services, unless the entity can demonstrate that
 22 taking such steps would fundamentally alter the nature of the good, service, facility,
 23 privilege, advantage, or accommodation being offered or would result in an undue
 24 burden;..." Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
 25 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
 26 violated said provision. Plaintiffs set forth the factual basis for this claim most

1 specifically at ¶¶ 13 -14, 16-24 above. The ADA “applies to the services of a place
 2 of public accommodation, not services *in* a place of public accommodation. To limit
 3 the ADA to discrimination in the provision of services occurring on the premises of a
 4 public accommodation would contradict the plain language of the statute.” Nat'l
 5 Fed'n of the Blind v. Target Corp., 452 F. Supp. 2d 946, 953 (N.D. Cal. 2006)
 6 (emphasis added) (citing *Weyer v. Twentieth Century Fox Film Corp.*, 198 F.3d
 7 1104, 1115 (9th Cir. 2000) [holding that “whatever goods or services the place
 8 provides, it cannot discriminate on the basis of disability in providing enjoyment of
 9 those goods and services”]). An ADA plaintiff may challenge a business’ online
 10 offerings as well. So long as there is a “nexus”—that is, “some connection between
 11 the good or service complained of and an actual physical place”—a plaintiff may
 12 challenge the digital offerings of an otherwise physical business. *See Gorecki v.*
 13 *Hobby Lobby Stores, Inc.*, 2017 WL 2957736, at *4 (C.D. Cal. June 15, 2017) [Case:
 14 CV 17–1131–JFW (SKx)]. The ADA requires the Defendants to provide effective
 15 communication to the instant Plaintiffs and to people with disabilities. In the
 16 present case, Plaintiffs experienced and have knowledge that Defendants failed to
 17 have a required procedure to provide effective communication. Plaintiffs allege that
 18 Defendants failed to train their staff on the way to use the auxiliary aids. Defendants
 19 did not provide any auxiliary aid and the Defendants did not provide any reasonable
 20 accommodation to the overt and obvious communication barriers, and failed to
 21 respond to Plaintiffs’ requests for accommodation. Plaintiffs are not demanding that
 22 Defendants provide a specific reasonable accommodation or a specific auxiliary aid.
 23 ADA law allows the Defendants to decide what auxiliary aid and reasonable
 24 accommodation will be provided. In this case, however, Defendants failed to
 25 provide any reasonable accommodation for the overt and obvious communication
 26 barriers to equal access to their rental services, failed to provide any auxiliary aid,
 27

28

1 and failed to provide any effective communication. Plaintiffs allege that Defendants' 2 websites provide a contact number for the general public, but Defendants failed to 3 provide Plaintiffs with the required effective communication using texting or other 4 alternate means of communication for Plaintiffs and other people with a deaf 5 condition or a speech condition. Defendants' conduct discriminates against Plaintiff 6 Club's members that have hearing disabilities and Club's members with speech 7 disabilities. Defendants are required to provide, on Defendants' websites, to provide 8 a method to effectively communicate with Plaintiff Club members that have hearing 9 and speech disabilities, and other people that are deaf or have speech impairments.
10

11 **CLAIM II: Denial of Participation**

12 36. 42 United States Code 12182(b)(1)(A)(i) states, "It shall be discriminatory to
13 subject an individual or class of individuals on the basis of a disability or disabilities
14 of such individual or class, directly, or through contractual, licensing, or other
15 arrangements, to a denial of the opportunity of the individual or class to participate in
16 or benefit from the goods, services, facilities, privileges, advantages, or
17 accommodations of an entity." Based on the facts plead at ¶¶ 8 - 26 above and
18 elsewhere in this complaint, Plaintiffs are informed, believe, and thereon allege that
19 Defendants violated said provision. Plaintiffs set forth the factual basis for this claim
20 most specifically at ¶¶ 20-24 above. Defendants discriminated against Plaintiffs in
21 violation of 42 United States Code 12182(b)(1)(A)(i) and 42 U.S.C. § 12188.
22

23 **CLAIM III: Participation in Unequal Benefit**

24 37. Defendants provide unequal benefit for people with disabilities in violation of
25 42 United States Code 12182(b)(1)(A)(ii) and 42 U.S.C. § 12188. Based on the facts
26 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
27 believe, and thereon allege that Defendants discriminated against Plaintiffs in
28

1 violation of said provision. Plaintiffs set forth the factual basis for this claim most
2 specifically at ¶¶ 20-24 above.
3

4 **CLAIM IV: Separate Benefit**

5 38. Defendants' photographs discriminate against Plaintiffs in violation of 42
United States Code 12182(b)(2)(A)(iii) and 42 U.S.C. § 12188. Based on the facts
6 plead at ¶¶ 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed,
7 believe, and thereon allege that Defendants discriminated against Plaintiffs in
8 violation of said provision. Plaintiffs set forth the factual basis for this claim most
9 specifically at ¶¶ 20-24 above.
10

11 **CLAIM V: Integrated Settings**

12 39. Defendants' rental services are not integrated for Plaintiffs and people with
disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42 U.S.C. §
13 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
14 Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
15 against Plaintiffs in violation of said provision. Plaintiffs set forth the factual basis
16 for this claim most specifically at ¶¶ 20-24 above.
17

18 **CLAIM VI: Failure To Modify Practices, Policies And Procedures**

19 40. Defendants failed and refused to provide a reasonable alternative by
modifying its practices, policies, and procedures in that they failed to have a scheme,
20 plan, or design to accommodate Plaintiff Club, its Club members, the individual
21 named Plaintiff, and/or others similarly situated in utilizing Defendants' rental
22 services, at its websites and its office at the Property, in violation of 42 United States
23 Code 12182(b)(2)(A)(ii) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
24 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
25 allege that Defendants discriminated against Plaintiffs in violation of said provision.
26 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 18-26 above.
27

1 **CLAIM VII: Failure To Remove Architectural And Communication Barriers**

2 41. Plaintiffs allege that Defendants failed to remove architectural barrier and
3 communication barriers as required in violation of 42 United States Code
4 12182(b)(2)(A)(iv) and 42 U.S.C. § 12182. Based on the facts plead at ¶¶ 8 - 26
5 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
6 allege that Defendants discriminated against the named Individual Plaintiff in
7 violation of said provision. Plaintiffs set forth the factual basis for this claim most
8 specifically at ¶¶ 8,9,20-24,25,26 above. The named Individual Plaintiff personally
9 reviewed all the information and photographs of Defendants' property. As a result,
10 the named Individual Plaintiff has actual knowledge of the physical and
11 communication barriers that exist at Defendants' Property. The named Individual
12 Plaintiff determined that the physical barriers that exist at Defendants' property,
13 directly relate to his disabilities, and make it impossible or extremely difficult for
14 him to physically access Defendants' on-site rental services at the Property. The
15 named Individual Plaintiff was deterred by his actual knowledge of the physical and
16 communication barriers that exist at Defendants' Property which include but are not
17 limited to the barriers to facilities for disabled parking, exterior path of travel to the
18 office, the office entrance, and office interior, since said Defendants' facilities were
19 not accessible because they failed to comply with the Federal ADA Accessibility
20 Guidelines ("ADAAG") and California's Title 24 Building Code Requirements. See
21 ¶¶ 25 for details. The named Individual Plaintiff had actual knowledge of these
22 barriers and determined that it would be futile gesture for him to go to the Property
23 on the date that he had originally intended. The named Individual Plaintiff is
24 currently deterred from returning due to his knowledge of the barriers. At the end of
25 this action, the named Individual Plaintiff intends to return to Defendants' physical
26 rental office location to obtain rental information and verify that the communication
27 and physical barriers to Defendants' rental services are removed. Defendants failure
28

1 to remove the barriers to equal access constitutes discrimination against the named
2 Individual Plaintiff.

3 **CLAIM VIII: Failure To Make Alterations Readily Accessible And Usable**

4 42. Defendants are required to make alterations to their facilities in such a manner
5 that, to the maximum extent feasible, the altered portions of the facility are readily
6 accessible to and usable by individuals with disabilities, including individuals who
7 use wheelchairs pursuant to 42 U.S.C. §12183(a)(2). Based on the facts plead at ¶¶ 8
8 - 26 above and elsewhere in this complaint, the named Plaintiffs are informed,
9 believe, and thereon allege that Defendants violated this provision. Plaintiffs allege
10 that Defendants altered their facility in a manner that affects or could affect the
11 usability of the facility or a part of the facility after January 26, 1992. In performing
12 the alteration, Plaintiffs allege that Defendants failed to make the alteration in such a
13 manner that, to the maximum extent feasible, the altered portions of the facility are
14 readily accessible to and usable by individuals with disabilities, including individuals
15 who use wheelchairs, in violation of 42 U.S.C. §12183(a)(2).

16 **CLAIM IX: Administrative Methods**

17 43. Plaintiffs are informed, believe, and thereon allege that Defendants contract
18 with website providers without making sure that the websites will be accessible to
19 people with disabilities in violation of 42 United States Code 12182(b)(1)(B) and 42
20 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this
21 complaint, Plaintiffs are informed, believe, and thereon allege that Defendants
22 discriminated against the named Individual Plaintiff in violation of said provision.
23 Plaintiffs set forth the factual basis for this claim most specifically at ¶¶18-26 above.

24 **CLAIM X: Screen Out**

25 44. Plaintiffs are informed, believe, and thereon allege that Defendants screened
26 out Plaintiffs and other people with disabilities in violation of 42 United States Code
27

1 12182(b)(2)(A)(i) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶ 8 - 26
 2 above and elsewhere in this complaint, Plaintiffs are informed, believe, and thereon
 3 allege that Defendants discriminated against the named Plaintiffs in violation of said
 4 provision. Plaintiffs set forth the factual basis for this claim most specifically at ¶¶ 8
 5 - 26 above. Defendants screened out the named Plaintiffs from its rental services and
 6 processes, because Defendants failed to remove architectural and communication
 7 barriers to its website and physical office, failed to provide required effective
 8 alternate communication methods, and failed to provide required auxiliary aids.

9 **CLAIM XI: Denial Of Full And Equal Access**

10 45. Defendants are required to provide full and equal access to Defendants' rental
 11 services, goods, facilities, privileges, advantages, or accommodations pursuant to 42
 12 United States Code 12182(b) and 42 U.S.C. § 12188. Based on the facts plead at ¶¶
 13 8 - 26 above and elsewhere in this complaint, Plaintiffs are informed, believe, and
 14 thereon allege that Defendants discriminated against the named Plaintiffs in violation
 15 of said provision. Plaintiffs set forth the factual basis for this claim most specifically
 16 at ¶¶ 8 - 26 above.

17
 18 **CLAIM XII: Failure To Investigate And Maintain Accessible Features**

19 46. Defendants made repairs and administrative changes which violated ADA and
 20 its regulations. See ADA Title III Regulations Sec.36.211 Maintenance of accessible
 21 features. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 22 Defendants failed to provide and then maintain any accessible features in its parking,
 23 path of travel, rental office services and website rental services. Plaintiffs are
 24 informed, believe, and thereon allege that Defendants discriminated against the
 25 named Plaintiffs in violation of this provision.

26
 27 ///

1 CLAIM XIII: **Association**

2
3 47. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
Plaintiffs are informed, believe, and thereon allege that Defendants discriminated
against the named Plaintiffs in violation of 42 U.S.C. § 12182(b)(1)(E)

6 **DISCRIMINATORY PRACTICES IN PUBLIC ACCOMMODATIONS**

7 FOURTH CAUSE OF ACTION: ONLY THE INDIVIDUALL NAMED
8 PLAINTIFF AGAINST ALL DEFENDANTS - **CLAIMS UNDER CALIFORNIA**
9 **ACCESSIBILITY LAWS**

10 CLAIM I: **Denial Of Full And Equal Access**

11 48. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint, the
12 named Individual Plaintiff was denied full and equal access to Defendants' goods.
13 services, facilities, privileges, advantages, or accommodations within a public
14 accommodation owned, leased, and/or operated by Defendants as required by Civil
15 Code Sections 54, 54.1, and specifically 54.1(d). The factual basis for this claim is at
16 18-28 above.

17 CLAIM II: **Failure To Modify Practices, Policies And Procedures**

18 49. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
19 the named Individual Plaintiff was denied full and equal access to Defendants' goods.
20 Defendants failed and refused to provide a reasonable alternative by modifying its
21 practices, policies, and procedures in that they failed to have a scheme, plan, or
22 design to assist Plaintiff Members and/or others similarly situated in entering and
23 utilizing Defendants' services as required by Civil Code § 54.1. The factual basis for
24 this claim is at 18-28 above.

25 CLAIM III: **Violation Of The Unruh Act**

26 50. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
27 the individual, the named Individual Plaintiff was denied full and equal access to

1 Defendants' goods. Defendants violated the CA Civil Code § 51 by specifically
 2 failing to comply with Civil Code §51(f). Defendants' facility violated state
 3 disability laws, the ANSI Standards, A117, and California's Title 24 Accessible
 4 Building Code by failing to provide equal access to Defendants' facilities.
 5 Defendants did and continue to discriminate against Plaintiff Members in violation
 6 of Civil Code §§ 51(f), and 52. The factual basis for this claim is at 18-28 above.

7 **Treble Damages Pursuant To California Accessibility Laws**

8 51. Based on the facts plead at ¶¶ 8 - 26 above and elsewhere in this complaint,
 9 only the named Individual Plaintiff prays for an award of treble damages against
 10 Defendants, and each of them, pursuant to California Civil Code sections 52(a) and
 11 54.3(a). Defendants, each of them respectively, at times prior to and including the
 12 day the named Individual Plaintiff attempted patronized Defendants' facilities and
 13 rental services, and continuing to the present time, knew that persons with physical
 14 disabilities were denied their rights of equal access. Despite such knowledge,
 15 Defendants, and each of them, failed and refused to take steps to comply with the
 16 applicable access statutes; and despite knowledge of the resulting problems and
 17 denial of civil rights thereby suffered by the named Individual Plaintiff. Defendants,
 18 and each of them, have failed and refused to take action to grant full and equal access
 19 to the individual Plaintiff in the respects complained of hereinabove. Defendants,
 20 and each of them, have carried out a course of conduct of refusing to respond to, or
 21 correct complaints about, denial of disabled access and have refused to comply with
 22 their legal obligations to make Defendants' public accommodation facilities and
 23 rental services accessible pursuant to the ADAAG and Title 24 of the California
 24 Code of Regulations (also known as the California Building Code). Such actions
 25 and continuing course of conduct by Defendants in conscious disregard of the rights
 26 and/or safety of the named Individual Plaintiff justify an award of treble damages
 27 pursuant to sections 52(a) and 54.3(a) of the California Civil Code.

DEMAND FOR JUDGMENT FOR RELIEF:

A. All named Plaintiffs seeks injunctive relief pursuant to 42 U.S.C. 3613(c) and 42 U.S.C. § 12188(a). Only the named Individual Plaintiff seeks injunctive relief pursuant to CA Civil Code §52. Pursuant to 42 U.S.C. 3613(c), all Plaintiffs request this court to enjoin Defendants to cease their discriminatory practices in housing rental services, rental housing management services, and for Defendants to implement written policies and methods to respond to reasonable accommodation and reasonable modification requests. Pursuant to 42 U.S.C. § 12188(a), Plaintiffs request this Court enjoin Defendants to remove all barriers to equal access to the disabled Plaintiffs in, at, or on their facilities, including but not limited to architectural and communicative barriers in the provision of Defendants' rental services. Plaintiffs do not seek injunctive relief pursuant to Cal. Civil Code §55 and Plaintiffs do not seek attorneys' fees pursuant to Cal. Civil Code §55. Plaintiffs do not seek any relief at all pursuant to Cal. Civil Code §55.

B. All named Plaintiffs seek actual damages pursuant to 42 U.S.C. 3613(c).

However, Plaintiff Club only seeks damages for itself. Plaintiff Club does not seek damages on behalf of its members;

C. Only the named Individual Plaintiff seeks recovery of actual damages pursuant to Cal. Civil Code §§ 52 or 54.3;

D. Only the named Individual Plaintiff seeks \$4,000 in minimum statutory damages pursuant to Cal. Civil Code § 52 for each and every offense of Civil Code § 51, pursuant to Munson v. Del Taco, (June 2009) *46 Cal. 4th* 661;

E. In the alternative to the damages pursuant to Cal. Civil Code § 52 in Paragraph C above, only the named individual Plaintiff seeks \$1,000 in minimum statutory damages pursuant to Cal. Civil Code § 54.3 for each and every offense of Civil Code § 54.1;

F. All named Plaintiffs seek attorneys' fees pursuant to 42 U.S.C. 3613(c)(2), 42

1 U.S.C. § 12205, and Cal. Civil Code §§ 52, 54.3;

2 G. Only the named individual Plaintiff seeks treble damages pursuant to Cal.
3 Civil Code §§ 52(a) or 54.3(a);

4 H. The named Plaintiffs are seeking perspective injunctive relief to require the
5 Defendants to provide obvious reasonable accommodations, to provide the required
6 auxiliary aids and to modify Defendants' procedures, practices, and policies of the
7 Defendants in the provision of Defendants' rental services. Without perspective
8 relief the Plaintiffs will suffer future harm.

9 I. All named Plaintiffs seek a Jury Trial and;

10 J. For such other further relief as the court deems proper.

11 Respectfully submitted:

13 LIGHTNING LAW, APC

14 Dated: September 29, 2022

15 By: /s/David C. Wakefield
16 DAVID C. WAKEFIELD, ESQ.
17 Attorney for Plaintiffs